# EXHIBIT "A"

# NOTICE

### TO BUYER AND SELLER READ THIS NOTICE BEFORE SIGNING THE CONTRACT

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale. 1) As a real estate broker, I represent: the seller, not the buyer; the buyer, not the seller; both the seller and the buyer; **X** neither the seller nor the buyer. The title company does not represent either the seller or the buyer. 2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters. 3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms. 4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract. 5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing. 6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours. 7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision. 6 Sunset Lane LLC 03/04/2025 Paul Rachmuth 03/04/2025 **SELLER BUYER** DATE DATE 6 Sunset Lane LLC Paul Rachmuth **SELLER** DATE **BUYER** DATE **SELLER** DATE **BUYER** DATE **SELLER** DATE **BUYER** DATE Listing Broker Selling Broker

Name of Real Estate Licensee

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Prepared by:

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cheryl kouvel

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#### STATEWIDE NEW JERSEY REALTORS® STANDARD FORM OF REAL ESTATE SALES CONTRACT

U2016 New Jersey REALTORS#, Inc.
THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR-FAMILY RESIDENTIAL PROPERTY OR VACANT ONE-FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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18	Pan	l Rachmuth		("Rusar")		(#P!!)
19	1 444	11 Machinette		("Buyer"),		, ( Buyer ),
20				/// Ph		
21				("Buyer"),		, ("Buyer"),
22	who	ose address is/are 243 Hempstead Aven	ue. Rock	ville Centre, NY 11570		
23		***************************************				
24						
	100	DENG TO DATE OF THE PARTY				
25 26	AG	REES TO PURCHASE FROM				
27						
	<u>6 Su</u>	inset Lane LLC		("Seller"),		, ("Seller"),
28						
29				("Seller").		("Seller").
30				( 301101 ),		, ( Sener ),
31	who	ora address islam (Commit Y NA		I NI I OMMOO		
32	WHO	se address is/are 6 Sunset Lane, Monn	nouth Be	ach, NJ 0/550		
33						
34	THI	ROUGH THE BROKER(S) NAMED	IN TI	HIS CONTRACT AT THE PRIC	E AND TEL	RMS STATED RELOW. THE
35		LLOWING PROPERTY:				and critical billion, the
36	COLDOWING TROUBERT 1.					
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37						
38	shov	wn on the municipal tax map of			County	Monmouth
39						2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
40	ac R	lock 2 Lot 3	7	(the "Prenanty") Qualifier	(:6	the Property is a condominium).
41	TITE	Block 2 Lot 3'E WORDS "BUYER" AND "SELLER"	/ ****** ***	(the troperty). Quantier	(11)	uie rioperty is a condominium).
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50

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51	3. MANNER OF PAYMENT:
52	(A) INITIAL DEPOSIT to be paid by Buyer to Listing Broker Participating Broker Buyer's Attorney Title Company
53	Other on or before (date) (if left blank, then within five (5)
54	business days after the fully signed Contract has been delivered to both the Buyer and the Seller).
55	
56	(B) ADDITIONAL DEPOSIT to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below
57 50	on or before March 28, 2025 (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been
58 59	delivered to both the Buyer and the Seller).
60	(C) ESCHOOL AND THE LAND AND TH
61	(C) ESCROW: All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST
62	BEARING TRUST ACCOUNT of Seller's Attorney Trust Account, ("Escrowee"), until the Closing, at which time all
63	monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed in writing by both Private and Seller. If Private and Seller is the Seller prior to the Closing, unless otherwise agreed
64	in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may
65	place the deposit monies in Court requesting the Court to resolve the dispute.
66	(D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:
67	If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage,
68	Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10)
69	calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
70	Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract,
71	and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize
72	the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the
73	lending institution to make a loan on the property under the following terms:
74	Company of the property of the
75	Principal Amount \$ 1,400,000.00 Type of Mortgage: VA FHA Section 203(k) Conventional Other
76	Term of Mortgage: years, with monthly payments based on a year payment schedule.
77	
78	The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's
79	attorney, if applicable, no later than June 27, 2025 (date) (if left blank, then within thirty (30) calendar days after
80	the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review
81	Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter,
82	if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and
83	Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this
84	Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract,
85 86	provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of
87	the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence,
88	intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer without the written authorization of Schloud France Land Control of Schloud Fran
89	without the written authorization of Seller. If Buyer has applied for Section 203(k) financing this Contract is contingent upon mortgage
90	approval and the Buyer's acceptance of additional required repairs as determined by the lender.
91	(E) BALANCE OF PURCHASE PRICE: The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's
92	check or trust account check.
93	
94	Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on
95	(date) at the office of Buyer's closing agent or such other place as Seller
96	and Buyer may agree ("the Closing").
97	
98	4. SUFFICIENT ASSETS:
99	Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to
100	complete the Closing. Should Buyer not have sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall
101	be entitled to any remedies as provided by law.
102	F ACCUPATE DISCUASINE OF SELLING PRICE
103	5. ACCURATE DISCLOSURE OF SELLING PRICE:
105	Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Process Service and other contract.
106	Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other government agencies as required by law.
107	required by min.
108	6. ITEMS INCLUDED IN SALE:
109	The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric
110	fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating
. 1	by the state of th
	New Jersey REALTORS® Form 118-Statewide   08/2024 Page 3 of 14 Buyer's Seller's
	Initials: PR Initials: 65()

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111 112 113	apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other
114 115	document, then the document(s) referenced should be attached.):
116 117	
118 119 120 121	7. ITEMS EXCLUDED FROM SALE: (If reference is made to the MLS Sheet and/or any other document, then the document(s) referenced should be attached.):
122 123	
124 125	8. DATES AND TIMES FOR PERFORMANCE:
126 127 128 129 130 131	Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the Consumer Financial Protection Bureau.
132 133 134 135 136 137	If Seller requests that any addendum or other document be signed in connection with this Contract, "final execution date," "acknowledgement date," or similar language contained in such document that sets the time period for the completion of any conditions or contingencies, including but not limited to inspections and financing, shall mean that the time will begin to run after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then from the date the parties agree to the terms of this Contract.
138 139 140 141 142	Buyer selects ("Closing Agent") as the title company, attorney or other entity or person to conduct the Closing. If the Closing Agent is an entity or person other than the Buyer's attorney, Buyer agrees to timely contact the Closing Agent to schedule the Closing after the attorney-review period is completed or, if the Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then after the parties agree to the terms of this Contract.
143 144 145 146	9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE: Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation of any zoning ordinances.
147 148 149 150 151 152 153 154 155	Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property, Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs required in order to obtain the Certificate or Letter. However, if this expense exceeds \$
156 157 158	10. MUNICIPAL ASSESSMENTS: (Seller represents that Seller has X has not been notified of any such municipal assessments as explained in this Section.)
159 160 161 162 163 164	Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against the Property.
166 167 168 169 170	11. QUALITY AND INSURABILITY OF TITLE:  At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12 of this Contract. The Deed shall contain the full legal description of the Property.

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171 172 173	might disclose, provided such easement	or restriction does not unreason	ably limit the use	of the Property. Generally,	an easement is a
174	1.5. or a person onter man me owner	of property to use a portion of	the property for a	special purpose. A restrict	ion is a recorded
175	minutes on the manner in which a pro	operty owner may use the prop	erly. Buyer does r	of have to complete the pu	irchase, however,
176	" any casement, restriction of facts dis	restriction shall not be a reason	would substantially	to complete the Clasina and	the Property for
177	company insures Buyer against loss at re	egular rates. The cale also will	he made subject to	applicable coning andinance	long as the title
178	the ordinances do not render title unmarketa	able	be made subject it	applicable zolling ordinanc	es, provided mat
179	and or annual copy are not remove in the annual Kett	ioie.			
180	Title to the Property shall be good, man	ketable and insurable at regular	rates by any title	incurance company licence	d to do business
181	in New Jersey, subject only to the claim	as and rights described in this	Rection and Section	12 Ruyer agrees to order	a title incurance
182	commitment (title search) and survey, i	if required by Buyer's lender, t	itle company or the	municipality where the Pro	merty is located
183	and to furnish copies to Seller. If Seller's	title contains any exceptions of	ner than as set for	th in this Section. Buyer s	hall notify Seller
184	and Seller shall have thirty (30) calend	ar days within which to elimin	ate those exceptio	ns. Seller represents to the	best of Seller's
185	knowledge, that there are no restrictions	in any conveyance or plans of	record that will pr	ohibit use and/or occupancy	of the Property
186	as a <u>single</u> family r	residential dwelling. Seller represe	ents that all building	s and other improvements or	the Property are
187	within its boundary lines and that no improve	vements on adjoining properties ex	tend across bounda	ry lines of the Property.	
188					
189	If Seller is unable to transfer the quality	of title required and Buyer an	d Seller are unable	to agree upon a reduction	of the purchase
190	price, Buyer shall have the option to eith	ner void this Contract, in which	case the monies pa	aid by Buyer toward the pur	chase price shall
191	be returned to Buyer, together with the a	ctual costs of the title search an	d the survey and the	ne mortgage application fees	in preparing for
192	the Closing without further liability to Selle	r, or to proceed with the Closing v	vithout any reduction	n of the purchase price.	
193					
194	12. POSSESSION, OCCUPANCY AND	TENANCIES:			
195	(A) Possession and Occupancy.				
196 197	Possession and occupancy will be given	to Buyer at the Closing. Buyer	shall be entitled to	possession of the Property,	and any rents or
198	profits from the Property, immediately upo	on the delivery of the Deed and the	the Closing. Seller	shall pay off any person with	a claim or right
199	affecting the Property from the proceeds of	this sale at or before the Closing.			
200	(B) Tenancies. Applicable X Not	A			
201	Occupancy will be subject to the tenancie		Callan nonnaganta	that the tanamaine and the	:-1-4:6
202	existing Municipal, County, State or Feder	rol rules regulations or laws. Sol.	. Seller represents	inat the tenancies are not in	violation of any
203	and to provide to Brokers and Buyer a co	ony of all leases concerning the	tenancies if any	long with this Contract who	er at the Closing
204	Seller. Seller represents that such leases c	an he assigned and that Seller u.	ill accion coid leace	e and River agrees to acce	n n is signed by
205	these leases.	an be assigned and that Selier w	in assign salu icasc	s, and Buyer agrees to acce	pi title subject to
206					
207	TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
208					
209					
210	1				
- 1					
211					
211 212	Buyer acknowledges that, effective July 2	2. 2022. certain rental dwelling	units built before 1	978 are required to be inspe	ected nursuant to
	Buyer acknowledges that, effective July 2 N.J.S.A. 52:27D-437.16, et seq., for lead-ba			978 are required to be inspo	ected pursuant to
212	Buyer acknowledges that, effective July 2 N.J.S.A. 52:27D-437.16, et seq., for lead-ba			978 are required to be inspe	ected pursuant to
212 213 214 215		ased paint. See section 13D below.			•
212 213 214 215 216	N.J.S.A. 52:27D-437.16, et seq., for lead-ba	ased paint. See section 13D below.  LEAD-BASED PAINT HAZ			•
212 213 214 215 216 217	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement.	ased paint. See section 13D below.  LEAD-BASED PAINT HAZ  Not Applicable	ARD: (This sect	ion is applicable only to	o all dwellings
212 213 214 215 216 217 218	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement.  Buyer acknowledges receipt of the EPA	LEAD-BASED PAINT HAZ Not Applicable pamphlet entitled "Protect You	ARD: (This sect	ion is applicable only to	o all dwellings
212 213 214 215 216 217 218 219	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement.  Buyer acknowledges receipt of the EPA document entitled "Disclosure of Informa	LEAD-BASED PAINT HAZ Not Applicable  pamphlet entitled "Protect You ation and Acknowledgement Lea	ARD: (This sect r Family From Le	ion is applicable only to ad In Your Home." Moreov Lead-Based Paint Hazards'	o all dwellings
212 213 214 215 216 217 218 219 220	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement.  Buyer acknowledges receipt of the EPA	LEAD-BASED PAINT HAZ Not Applicable  pamphlet entitled "Protect You ation and Acknowledgement Lea	ARD: (This sect r Family From Le	ion is applicable only to ad In Your Home." Moreov Lead-Based Paint Hazards'	o all dwellings
212 213 214 215 216 217 218 219 220 221	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement.  Buyer acknowledges receipt of the EPA document entitled "Disclosure of Information completed and signed by Buyer, Seller and I	LEAD-BASED PAINT HAZ Not Applicable  pamphlet entitled "Protect You ation and Acknowledgement Lea	ARD: (This sect r Family From Le	ion is applicable only to ad In Your Home." Moreov Lead-Based Paint Hazards'	o all dwellings
212 213 214 215 216 217 218 219 220 221 222	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement.  Buyer acknowledges receipt of the EPA document entitled "Disclosure of Information completed and signed by Buyer, Seller and I (B) Lead Warning Statement.	LEAD-BASED PAINT HAZ Not Applicable  pamphlet entitled "Protect You ation and Acknowledgement Lea Broker(s) and is appended to and r	ARD: (This sect r Family From Lead-Based Paint and nade a part of this C	ion is applicable only to ad In Your Home." Moreov Lead-Based Paint Hazards' ontract.	o all dwellings ver, a copy of a 'has been fully
212 213 214 215 216 217 218 219 220 221 222 223	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement. Buyer acknowledges receipt of the EPA document entitled "Disclosure of Information completed and signed by Buyer, Seller and I (B) Lead Warning Statement. Every purchaser of any interest in resider	LEAD-BASED PAINT HAZ  Not Applicable  pamphlet entitled "Protect You ation and Acknowledgement Lea  Broker(s) and is appended to and remainded to a property on which a reserved.	ARD: (This sect r Family From Lead-Based Paint and nade a part of this Consideration	ion is applicable only to ad In Your Home." Moreov Lead-Based Paint Hazards' ontract. was built prior to 1978 is n	o all dwellings  ver, a copy of a  has been fully  otified that such
212 213 214 215 216 217 218 219 220 221 222 223 224	N.J.S.A. 52:27D-437.16, et seq., for lead-ba  13. LEAD-BASED PAINT AND/OR built prior to 1978.) X Applicable (A) Document Acknowledgement. Buyer acknowledges receipt of the EPA document entitled "Disclosure of Information completed and signed by Buyer, Seller and I (B) Lead Warning Statement. Every purchaser of any interest in resident property may present exposure to lead from the sequence of t	LEAD-BASED PAINT HAZ Not Applicable  pamphlet entitled "Protect You ation and Acknowledgement Lea Broker(s) and is appended to and remaining the property on which a resum lead-based paint that may place.	ARD: (This sect  r Family From Lead-Based Paint and made a part of this Consideration of the control of the con	ion is applicable only to ad In Your Home." Moreov Lead-Based Paint Hazards' ontract.  was built prior to 1978 is not at risk of developing lead	o all dwellings  ver, a copy of a  has been fully  otified that such poisoning. Lead
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231	(C) Inspection.
232	The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) calendar day period
233	within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the
234	right to waive this requirement in its entirety.
235	- Comment of the comm
236	This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk
237	assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at
238	Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an
239	attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to
240	the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present
241	at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint
242	hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from
243	the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller
244	and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")
245	to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller
246	agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies
247	have been corrected, before the Closing. Seller shall have (if left blank, then 3) business days after receipt of the Amendment
248	to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to
249	offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have (if left
250	blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time
251	limit provided, this Contract shall be null and void.
252	
253	(D) Rental Dwelling Inspections.
254	Effective July 22, 2022, all rental dwelling units built before 1978 required to be inspected pursuant to the New Jersey Lead-Based Paint
255	Inspection Law, N.J.S.A. 52:27D-437.16, et seq., must be inspected for lead-based paint by July 22, 2024, or upon tenant turnover,
256	whichever is earlier (note: there are several exemptions, including but not limited to seasonal rentals that are rented for less than six (6)
257	months each year by tenants that do not have consecutive lease renewals). The law imposes an obligation on municipalities to perform
258	or hire, or allow the property owner/landlord to directly hire, a certified lead evaluation contractor to perform the inspections of single-
259	family, two-family, and multiple rental dwellings that are covered by the law for lead-based paint hazards, at times specified in the law. The
260	type of inspection depends on the lead levels in children in the municipality where the rental dwelling unit is located.
261	
262	Seller is advised to provide Buyer with all lead-safe certifications concerning the Property and the Guide to Lead-Based Paint in Rental Dwellings
263 264	issued by the New Jersey Department of Community Affairs prior to closing.
265	Dimensional distribution and second control of the first of the property of the second control of the second c
266	Buyer is advised to contact the municipality in which the Property is located to determine the type of inspection, if any, required if the Property
267	currently has a tenant or may have a tenant in the future.
268	14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS: Applicable X Not Applicable
269	A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a
270	structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing
271	well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation
272	Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the
273	continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental
274	Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.
275	Troceston water and (50) calculate days of exceeding this contract that the Troperty is to be sold.
276	15. CESSPOOL REQUIREMENTS: Applicable X Not Applicable
277	(This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C.
278	7:9A-3.16.) Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if
279	this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located,
280	the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real
281	property transfer, except in limited circumstances.
282	. , , , , , , , , , , , , , , , , , , ,
283	(A) Seller represents to Buyer that \( \bigcap \) no Cesspool is located at or on the Property, or \( \bigcap \) one or more Cesspools are located at or on the
284	Property. [If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]
285	• · · · · · · · · · · · · · · · · · · ·
286	1. Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools
287	located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all
288	the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of
289	Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with
290	respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot
1	
	New Jersey REALTORS® Form 118-Statewide   08/2024 Page 6 of 14 Buyer's Seller's
	Initials: PR Initials: 6(1)

- 2. Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive the Closing.
- (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above or such other agreement as satisfies the Standards, or either party may terminate this Contract.

## 16. INSPECTION CONTINGENCY CLAUSE:

#### (A) Responsibilities of Home Ownership.

Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including structural defects, roof, basement, mechanical equipment, such as heating, air conditioning, and electrical systems, sewage, plumbing, exterior drainage, termite, and other types of insect infestation or damage caused by such infestation. Moreover, Brokers and salespersons similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might affect the Property pertaining to the dwelling, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

#### (B) Radon Testing, Reports and Mitigation.

(Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen. For more information on radon, go to <a href="https://www.epa.gov/radon">www.epa.gov/radon</a> and <a href="https://www.epa.gov/radon">www.nj.gov/dep/rpp/radon</a> or call the NJ Radon Hot Line at 800-648-0394 or 609-984- 5425.)

If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property. In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph (D) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in the subject dwelling, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level in the subject dwelling is determined to be less than 4 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances, Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

If Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four picocuries per liter (4.0 pCi/L) or more, Seller shall have a seven (7) business day period after receipt of such report to notify Buyer in writing that Seller agrees to remediate the gas concentration to an Acceptable Level (unless Buyer has voided this Contract as provided in the preceding paragraph). Upon such remediation, the contingency in this Contract which relates to radon shall be deemed fully satisfied. If Seller fails to notify Buyer of Seller's agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon level to an Acceptable Level, and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) calendar days thereafter. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force and effect, and Seller shall be under no obligation to remediate the radon gas concentration. If Seller agrees to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed by Seller prior to the Closing.

New Jersey REALTORS® Form 118-Statewide | 08/2024 Page 7 of 14 Buyer's | Seller's | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initials: | DR | Initial

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351	(C) Infestation and/or Damage By Wood Boring Insects.
352	Buyer shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose o
353	determining if the Property is free from infestation and damage from termites or other wood destroying insects, If Buyer chooses to
354	make this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall
355	pay. The inspection must be completed and written reports must be furnished to Seller and Broker(s) within (if left blank, then 14
356	calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
357	Attorney-Review Clause Section of this Contract, then within (if left blank, then 14) calendar days after the parties agree to the
358	terms of this Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatmen
359	for any infestation. Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however
360	if the cost to cure exceeds 1% of the purchase price of the Property, then either party may void this Contract provided they do so
362	within (if left blank, then 7) business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable
363	to agree upon who will pay for the cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived
364	its right to terminate this Contract and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that is under 1% of the purchase price.
365	is under 170 of the purchase price.
366	(D) Buyer's Right to Inspections.
367	Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge
368	of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller, Brokers
369	or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have
370	the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection
371	H below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. It
372	Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list
373	of repairs Buyer is requesting must be furnished to Seller and Brokers within (if left blank, then 14) calendar days after the attorney-
374	review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section
375	of this Contract, then within (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails
376	to furnish such written reports to Seller and Brokers within the (if left blank, then 14) calendar days specified in this paragraph,
377	this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for
378	furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.
379	
380 381	(E) Responsibility to Cure.
382	If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to
383	Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer in writing that Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on our of the defeate art forth in such ways to IS Seller shall correct on the such ways to IS
384	in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to
385	agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other
386	than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to
387	void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the
388	seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,
389	and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure
390	such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by
391	the provisions of paragraph (B), above.
392	
393	(F) Flood Risks.
394	Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding
395	now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level
396 397	rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding.
397	In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at
399	greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage
400	originated in or after 2020.
401	To learn more about these impacts, including the flood risk to the property, visit nircal.to/flood-disclosure. To learn more about how to
402	prepare for a flood emergency, visit <u>nireal.to/flood-planning</u> .
403	
404	(G) Flood Hazard Area.
405	The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the
406	Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10)
407	calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
408	Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.
409	If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood
410	policy to be in effect immediately, there must be a loan closing. There is a thirty (30) calendar day wait for flood policies to be in effect

New Jersey REALTORS® Form 118-Statewide | 08/2024 Page 8 of 14 Buyer's Initials: PR Initials: 65(

for cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property, Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

### (H) Qualifications of Inspectors.

Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified by the State of New Jersey for such purpose.

#### (I) Water Quality.

Buyer acknowledges that Seller, the Broker(s) and/or its agent(s) make no representations concerning the quality of the drinking water or any drinking water health advisories issued by federal, state and/or municipal agencies, including but not limited to concerning manufactured chemicals, such as per - and poly-fluoalkyl substances ("PFAS"), or otherwise, at the Property, except as set forth by Seller in the Seller Property Disclosure Statement, if applicable. Buyer has the right and is advised to contact the local water utility, the municipality where the Property is located and/or the New Jersey Department of Environmental Protection to learn more about the drinking water at the Property, as well as testing, monitoring and reducing exposure to contaminants.

#### 17. MEGAN'S LAW STATEMENT:

Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

#### 18. MEGAN'S LAW REGISTRY:

Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither Seller nor any real estate broker or salesperson make any representation as to the accuracy of the registry.

#### 19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et seq., the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

#### 20. AIR SAFETY AND ZONING NOTICE:

Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes, as well as Seller's agent, shall provide notice to a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Eagleswood Tp.	Eagles Nest
Andover Tp.	Aeroflex-Andover & Newton	Ewing Tp.	Trenton-Mercer County
Bedminster Tp.	Somerset	E. Hanover Tp.	Morristown Municipal
Berkeley Tp.	Ocean County	Florham Park Bor.	Morristown Municipal
Berlin Bor.	Camden County	Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown
Blairstown Tp.	Blairstown	Franklin Tp. (Hunterdon Cty.)	Sky Manor
Branchburg Tp.	Somerset	Franklin Tp. (Somerset Cty.)	Central Jersey Regional
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Hammonton Bor.	Hammonton Municipal
Dennis Tp.	Woodbine Municipal	Hanover Tp.	Morristown Municipal

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Buyer's PR

Seller's Initials: 6\$\(\int\)

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ı	Municipality	Airport(s)	Municipality	Airport(s)
2	Hillsborough Tp.	Central Jersey Regional	Ocean City	Ocean City
3	Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
1	Howell Tp.	Monmouth Executive	Oldmans Tp.	Oldmans
5	Lacey Tp.	Ocean County	Pemberton Tp.	Pemberton
5	Lakewood Tp.	Lakewood	Pequannock Tp.	Lincoln Park
7	Lincoln Park Bor.	Lincoln Park	Readington Tp.	Solberg-Hunterdon
3	Lower Tp.	Cape May County	Rocky Hill Boro.	Princeton
)	Lumberton Tp.	Flying W & South Jersey Regional	Southampton Tp.	Red Lion
)	Manalapan Tp. (Monmouth Cty.)	Old Bridge	Springfield Tp.	Red Wing
	Mansfield Tp.	Hackettstown	Upper Deerfield Tp.	Bucks
2	Manville Bor.	Central Jersey Regional	Vineland City	Kroelinger & Vineland Downtown
}	Medford Tp.	Flying W	Wall Tp.	Monmouth Executive
1	Middle Tp.	Cape May County	Wantage Tp.	Sussex
5	Millville	Millville Municipal	Robbinsville	Trenton-Robbinsville
5	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross	West Milford Tp.	Greenwood Lake
'	Monroe Tp. (Middlesex Cty.)	Old Bridge	Winslow Tp.	Camden County
	Montgomery Tp.	Princeton	Woodbine Bor.	Woodbine Municipal

The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport, Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and Maguire Airforce Base and NAEC Lakehurst.

#### 21. BULK SALES:

The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law, Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an individual, estate or trust, or any combination thereof, owning the simple dwelling house or seasonal rental property as joint tenants, tenants in common or tenancy by the entirety. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence elsewhere.

If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against Buyer.

#### 22. NOTICE TO BUYER CONCERNING INSURANCE:

Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

#### 23. MAINTENANCE AND CONDITION OF PROPERTY:

Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.

#### 24. RISK OF LOSS:

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The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until

#### 25. INITIAL AND FINAL WALK-THROUGHS:

In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable time before the Closing. Seller shall have all utilities in service for the inspections.

#### 26. ADJUSTMENTS AT CLOSING:

Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other conveyancing expenses are to be paid for by Buyer.

Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determination shall be conclusive.

If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account.

If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A. 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion "Tax, in the amount of one (1%) percent of the purchase price.

Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called "Exit Tax,") as a condition of the recording of the deed.

If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s) required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in connection with the amount(s) withheld.

There shall be no adjustment on any Homestead Rebate due or to become due.

## 27. FAILURE OF BUYER OR SELLER TO CLOSE:

If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court. If either Seller or Buyer commence such an action, in addition to any other remedy, the prevailing party will be entitled to reasonable attorneys' fees, costs and such other relief as is determined by the Court.

### 28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:

By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the Broker(s) prior to the first showing of the Property.

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representative(s)			(name(s) of licensee(s))	
1-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			(name(s) of neensee(s))	
ARE OPERATING IN THE SELLER'S AGENT TRANSACTION BRO			DESIGNATED AGENTS	
B) (If more than one firm	is participating, provide the following	A INFORMATION SUPPLIED	DV	
		(name of other fi	rm.) HAS INDICATED THAT IT IS	
DPERATING IN THIS T SELLER'S AGENT	RANSACTION AS A (indicate one of t BUYER'S AGENT TRANSA	he following) CTION BROKER.	,	
	MATION AND COMMISSION:			
he commission, in acco	rd with the previously executed broke	erage services agreement(s) bet	ween Broker for Buyer and Buyer, if	
oplicable, and between B	roker for the Seller and Seller, if appl	icable, shall be due and payable	e at the Closing and payment by Buyer	
i the purchase considerate	tion for the Property. Seller hereby au	thorizes and instructs whoever	is the disbursing agent to pay the full ticipating Broker out of the proceeds of	
ale prior to the payment	of any such funds to Seller Buyer cor	stoker and, it applicable, to Part	aking said disbursements and authorizes	
nd instructs whoever is the	ne disbursing agent to disburse to Parti	cipating Broker the full commis	ssion due to Participating Broker that is	
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. EQUITABLE LIEN:				
	okers who bring the parties together in	a real estate transaction are ent	itled to an equitable lien in the amount	
their commission. This	lien attaches to the property being sold	from when the contract of sale	is signed until the closing and then to	
e funds due to seller at	closing, and is not contingent upon the	notice provided in this Section.	As a result of this lien, the party who	
sburses the funds at the	Closing in this transaction should not re	elease any portion of the commi	ission to any party other than Broker(s)	
d, if there is a dispute	with regard to the commission to be p	aid, should hold the disputed ar	mount in escrow until the dispute with	
roker(s) is resolved and wr	itten authorization to release the funds is	provided by Broker(s).		
DISCLOSURE THAT	RIIVED OD SELLED IS A DEAL ES	TATE LICENSEE. A.	ionkio V Not Applicable	
32. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE: Applicable A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract				
at the person is a licensee.			s that he/she is licensed in New Jersey as	
real estate 🗌 broker 📗 b	oroker-salesperson 🗌 salesperson 📗 re	ferral agent.		
	LIVE CLOSING DISCLOSURE AND			
uyer and Seller agree th	at Broker(s) involved in this transaction	on will be provided with the (	Closing Disclosure documents and any	
ocuments be provided to	Buyer and Seller. In addition, Buyer	and Seller agree that, if one or	Protection Bureau requires that those both of them hire an attorney who	
			•	
ew Jersey REALTORS® F	Form 118-Statewide   08/2024 Page 12 c		Seller's	
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disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when either this Contract is finalized or the parties decide not to proceed with the transaction.

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#### 34. PROFESSIONAL REFERRALS:

657 658 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons harmless for any claim or actions resulting from the work or duties performed by these professionals.

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#### 35. ATTORNEY-REVIEW CLAUSE:

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#### (1) Study by Attorney.

663 664 665 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for Buyer or Seller reviews and disapproves of the Contract.

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#### (2) Counting the Time.

668 669 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

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### (3) Notice of Disapproval.

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If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by fax, e-mail, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

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#### 36. NOTICES:

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All notices shall be by certified mail, fax, e-mail, recognized overnight courier or electronic document (except for notices under the Attorney-Review Clause Section) or by delivering it personally. The certified letter, e-mail, reputable overnight carrier, fax or electronic document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise specified in writing by the respective party.

# 37. NO ASSIGNMENT:

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This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's rights under this Contract to purchase the Property.

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# 38. ELECTRONIC SIGNATURES AND DOCUMENTS:

Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction, including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an electronic signature of one of the parties to this Contract, do not have to be witnessed.

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#### 39. CORPORATE RESOLUTIONS:

698 699 700 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate resolutions have been duly approved and the person has the authority to sign on behalf of the entity.

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#### 40. ENTIRE AGREEMENT; PARTIES LIABLE:

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This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.

### 41. APPLICABLE LAWS:

This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to this Contract or the underlying transaction shall be venued in the State of New Jersey.

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Buyer's Property Sale Contingency	in the attached addenda or riders and incorporated into this Contract (	(check if applicable):
Condominium/Homeowner's Association	Private Well Testing ons Properties With Three (3) or More Uni	te
Coronavirus	Seller Concession	ts.
FHA/VA Loans	Short Sale	
Lead Based Paint Disclosure (Pre-1978	formed	
New Construction Private Sewage Disposal (Other than Co	Swimming Pools Underground Fuel Tank(s)	
Trivate bewage Disposar (Other than Co	cospool) [1] Oliderground Fuel Talik(s)	
43. ADDITIONAL CONTRACTUAL PR	ROVISIONS:	
		***************************************
WITNESS:		
WITNESS:	— Authoritisate:	
WITNESS:	Paul Rachmuth	03/04/2025
WITNESS:	Paul Rachmuth BUYER Paul Rachmuth	03/04/2025 Date
WITNESS:	Paul Rachmuth	
WITNESS:	Paul Rachmuth BUYER Paul Rachmuth	Date
WITNESS:	Paul Rachmuth	
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# WIRE FRAUD NOTICE

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PROTECT YOURSELF FROM BECOMING A VICTIM OF WIRE FRAUD. Wire fraud has become very common. It typically involves a criminal hacker sending fraudulent wire transfer instructions in an e-mail to an unsuspecting buyer/ tenant or seller/landlord in a real estate transaction that appears as though it is from a trusted source, such as the victim's broker, attorney, appraiser, home inspector or title agent. The e-mail may look exactly like other e-mails that the victim received in the past from such individuals, including having the same or a similar e-mail address, accurate loan and other financial information, and the logo of one of those individuals. If the hacker is successful, the victim will follow the bogus instructions to wire money, such as deposit money or payment of an invoice, to the hacker's account. Once this money has been wired, it may not be possible to recover it.

We strongly recommend that, **before** you wire funds to any party, including your own attorney, real estate broker or title agent, you **personally call** them to confirm the account number and other wire instructions. You only should call them at a number that you have obtained on your own (e.g., from the sales contract, their website, etc.) and should **not** use any phone number that is in any e-mail - **even if the e-mail appears to be from someone you know**.

If you have any reason to believe that your money was sent to a hacker, you must immediately contact your bank and your local office of the Federal Bureau of Investigation, who can work with other agencies to try to recover your money, to advise them where and when the money was sent. You also should promptly file a complaint with the Internet Crime Center at <a href="mailto:bec.ic3.gov">bec.ic3.gov</a>.

Finally, since much of the information included in such fraudulent e-mails is obtained from e-mail accounts that are not secure, we strongly recommend that you not provide any sensitive personal or financial information in an e-mail or an attachment to an e-mail. Whenever possible, such information, including Social Security numbers, bank account and credit card numbers and wiring instructions, should be sent by more secure means, such as by hand delivery, over the phone, or through secure mail or overnight services.

By signing below, you indicate that you have read and understand the contents of this Notice:

Seller/Landlord: 6 Sunset Lane LLC 6 Sunset Lane LLC	Date: 03/04/2025
Seller/Landlord:	Date:
Buyer/Tenant: Paul Rachmuth Paul Rachmuth	Date: 03/04/2025
Buyer/Tenant:	Date:



